

BOARD WORKSHOP
on
LEON COUNTY BANKING SERVICES

1:00 to 2:00 p.m.
Thursday, May 27, 2004

Leon County Commission Chambers
Leon County Courthouse 5th Floor

This document distributed: May 21, 2004

Board of County Commissioners Workshop Agenda

Date of Meeting: May 27, 2004
Date Submitted: May 21, 2004
To: Honorable Chairman and Members of the Board
From: Parwez Alam, County Administrator *PA*
Lillian W. Bennett, Assistant to the County Administrator *LWB*
Subject: Workshop on Leon County Banking Services

Statement of Issue:

The Board has requested a workshop with Clerk of Circuit Court, Bob Inzer, to discuss the County's Banking Services and the process and criteria utilized for the selection of a financial institution. A Request for Bid for County Banking Services has been prepared by the Clerk of the Circuit Court in his capacity as Chief Financial Officer of Leon County (Attachment #1).

Background:

At the December 3, 2003 Board Retreat, as an administrative issue, Commissioner Proctor requested that staff review the potential for redirection of the County's Banking Services from Wachovia Bank to a financial institution that invested back into the Leon County Community and included a minority participation component in their banking services.

In a March 29, 2004 letter (Attachment #2), Clerk Inzer responded to concerns raised by the Board and offered to permit the Board, through whatever criteria it believes appropriate, to remove any financial institution from the banking bid list. The Clerk also requested that the Board indemnify his office from any decision made in this regard.

In response to Clerk Inzer's letter, at the April 27, 2004 and May 11, 2004 meetings, Commissioner Proctor requested to schedule a workshop with the Clerk's Office to discuss banking services (Attachment #3). The Board respectfully requested that Clerk Inzer delay the issuance of the Request for Bid on Banking Services until a workshop could be scheduled. The workshop was subsequently scheduled for May 27, 2004 at 1:00 p.m. in the County Commission Chambers.

Analysis:

The Clerk of the Circuit Court is the designated Chief Financial Officer for Leon County. As such, the Clerk has certain authority and control over the process and criteria utilized for the selection of a financial institution to provide banking services for Leon County. Accordingly, the purpose of this workshop is to provide the Board with an opportunity to discuss with Clerk Inzer any concerns regarding the banking services selection process and to provide recommendations and objective selection criteria for inclusion in the RFB.

While the Leon County Clerk's Office has historically utilized a single Request for Bid (RFB) for Banking Services, for both Board funds and Clerk funds, other counties (example: Pinellas County) have historically used separate bidding procedures.

The Clerk has prepared an RFB for Leon County Banking Services (Attachment #1). The two objectives of the RFB are as follows:

- A) Identify the banking institution that can offer the best value to the taxpayers in performance of the requested level of service, and;
- B) Maximize earnings of public funds deposited locally.

There are a total of fourteen (14) financial institutions included on the Banking Bid List which includes Wachovia, the current Leon County Banking Services financial institution (Attachment #4). Clerk Inzer will be available to address the Board on the Banking Services RFB.

Options:

- 1. Provide recommendations and selection criteria to the Clerk of Circuit Court in the Request for Bid on Leon County Banking Services.
- 2. Board direction.

Recommendation:

Option #1.

Attachments:

- 1. Request for Bid on Leon County Banking Services
- 2. Letter from Clerk Inzer dated March 29, 2004
- 3. Request for Workshop, April 27, 2004 Board Meeting
- 4. Financial Institutions on Banking Bid List

PA/LWB

DRAFT

**LEON COUNTY
BANKING SERVICES
REQUEST FOR BID**

LEON COUNTY BANKING SERVICES

Attachment # 1
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REQUEST FOR BID

I. INTRODUCTION

A. Objectives

There are two objectives of this Request for Bid they are to:

A) Identify the banking institution that can offer the best value to the taxpayers in performance of the requested level of service.

B) Maximize earnings of public funds deposited locally.

These objectives are similar to all other goods and services placed on a competitive approach by Leon County. The RFB is being issued by the Clerk of the Circuit Court in his capacity as Chief Financial Officer of the County.

B. Instructions

1. Sealed Bids: Responses to the Request will be submitted in a sealed envelope, clearly identified as:

**BID
BANKING SERVICES**

and mailed to:

Mr. Robert B. Inzer
Clerk of the Circuit Court
Leon County
Post Office Box 726
Tallahassee, Florida 32301

or delivered to:

Mr. Robert B. Inzer
Clerk of the Circuit Court
Leon County Courthouse
301 South Monroe Street RM 129
Tallahassee, Florida 32301

2. Response: Each bidder shall submit only one bid. This bid must be on the standard forms provided as Exhibits A, A-1, and B. Supporting material may be submitted; however, the decision in selecting the most responsive bid will be based on the standard bid form provided.

Each bidder must submit five (5) copies of their bid.

3. Questions and Additional Information: Request for clarification or additional information should be made to:

Mr. Bill Bogan, Jr.
Finance Director
Leon County
Post Office Box 726
Tallahassee, Florida 32301
(850) 577-4020

4. Bid Schedule: The following schedule will be adhered to (on or about the following dates:

April 28, 2004	Distribution of Requests for Bid
May 7, 2004	Pre-bid conference at 1:30 p.m. in the Leon County Courthouse Room 222.
May 21, 2004	<u>Bids must be in the possession of the Clerk of the Circuit Court by 2:00 p.m. this date. No exceptions!</u>
June 2004	Notification to all bidders on selected Bank
July 2004	Implementation date for this banking contract.

5. **Minimum Service Level:**

Qualified proposing Banks must meet the following minimum service level:

- a. Complete response to all required response items on the standard form;
- b. Demonstrate the ability to meet current and projected service requirements over the term of this banking agreement (any past experiences with the Bank will be taken into consideration);

Minimum Service Level (continued)

- c. Have the capability to handle on-line wire transfer requests and daylight overdrafts by the County to the Bank or the holding company Bank;
- d. Banks will meet the availability schedule for deposit items as defined in **Section II** of this document.
- e. Demonstrate the capacity to provide numerous electronic banking services; and
- f. Have the capacity to handle bank card transactions.
- g. Bank must provide a copy of Securities Lending policies.
- h. Maintain its home office of a **full service** branch Bank within Leon County (provide map of locations);
- i. Certification as a "Qualified Public Depository" under the Florida Security for Public Deposits Act (Chapter 280 of Florida Statutes);
- j. Submit financial statements for the past two fiscal years (must include an auditor's unqualified opinion and appropriate notes to financial statements);
- k. The bidder has the capability of performing all of the required duties specified in this RFB;
- l. The commercial banking institution must identify professional staff assigned to Leon County's account and provide necessary services in the RFB; and
- m. Submit notarized sworn statements under Section 287.133 Florida Statutes on Public Entity Crimes (**Exhibit H**).

The clerk or designee will meet with apparent low bidder to clarify services and prices. The clerk reserves the right to end discussions and meet with the next low bidder. When the Clerk has tentatively selected the successful bidder, a conference may be requested to formulate plans in greater detail, to clarify any unclear items, and to otherwise complete negotiations prior to the formal award. At any time during the conference(s), the Clerk may choose to modify his choice of a selected bidder, if the Clerk in his discretion, determines that such a change is in the best interest of the County.

6. **Terms and Conditions:**

- a. The Clerk reserves the right to reject any or all bids, to waive any irregularities or informalities in any bid or in the bid procedures, and to accept or reject any item or combination of items. The award will be to the bidder whose bid complies with all the requirements set forth in the RFB, and whose bid, in the opinion of the Clerk, is the lowest cost taking into consideration all aspects of the bidders qualifications. Exceptions to any specification must be placed on **Exhibit B** and will be costed in the final analysis of the bid. Exception costs will be added or subtracted from the submitted bid to arrive at the net cost to the County. **Failure to include an exception on Exhibit B will render the exception as invalid and the bid will be treated as non responsive in compliance with the specification, regardless of intent.**
- b. In the event that the bidder to whom the services are awarded does not execute a contract within thirty (30) calendar days **after the award of the bid**, the Clerk may give notice to such bidder of intent to award the contract to the next best bid or to call for new bids and may proceed to act accordingly. The Clerk assumes no cost by the bidders in preparation of this bid.
- c. The standard bid form indicates an estimate of the number of transactions for the year. This number is the County's best estimate of the average volume and the County in no way guarantees these as minimum or maximum volumes.
- d. The contract may be terminated with cause by either party by giving written notice to the other party no later than ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The Bank shall be entitled to just and equitable compensation for services delivery prior to the termination date as set forth in the contract. Under no circumstances will any damages be paid as a result of the termination of this contract. By submitting the bid, the bidder certifies that they have fully read and understood the Request For Bid and has sufficient knowledge of the scope, nature, quantity, and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be provided
- e. Either party may terminate the contract without cause by giving 180 days written notice to the other party. The County may terminate the contract with the bank immediately, with cause. Cause will include, but is not limited to, concern with financial integrity, regulatory irregularities, fraud, or failure to perform service at satisfactory levels.

Terms and Conditions (continued)

- f. Bids will be on file and available for public inspection in the office of the Clerk of the Court after **May 21, 2004**.
- g. Failure to comply with any of the terms and conditions of the RFB by the awarded Bank will be cause for termination of the "Banking Contract" to be entered into.
- h. The Clerk reserves the right to conduct pre-contract negotiations with any or all prospects.
- i. The bidder shall furnish such additional information as the Clerk may reasonably require.
- j. The County reserves the right to invest any or all funds in accordance with applicable statutes, County ordinances, and bond covenants.
- k. All bids will become the property of Leon County when received and as such, will be subject to Florida's Open Records law.

II. SCOPE OF BANKING SERVICES

A. General

- 1. The banking services detailed in this section will be performed for the County, through the Clerk of Circuit Court, on a contractual basis for **three (3) years**, with options to renew for three additional years, in one year increments. When a contract renewal is considered, either party may request an increase that shall not exceed the CPI- All items price Index (Bloomberg Ticker CPI INDX) for the prior year.
- 2. The completed bid to provide banking services to Leon County will become part of the contract between the County and the bank.
- 3. Upon expiration of the contract, the bank will continue to provide the County banking services as needed (i.e. check clearing, depository, investment services, related bank statements, and collateral for investment vehicle) at the contract price for a period of up to 12 months.
- 4. The County will not be liable for any fees or charges not detailed as part of this bid in the Banking Services Cost Bid form.
- 5. The County reserves the right to establish demand deposit accounts in other banks or for any additional services necessary to carry out County business.

B. Accounts Included

The following bank accounts and entities are included in this RFB;

Account Type	Board	Clerk
Concentration Account or Main Operating Account or Pooled Cash Account	X	
Payroll Account	X	X
Accounts Payable Account	X	X
Portfolio Management Account	X	
Investment Account	X	
Advantis Realty Account	X	X
Special Project Account	X	
Federal Grant Account	X	
EMS-Ambulance Svcs Account	X	X
SDU Child Support		X
IPAS		X
Speed Pay		X
Collections		X
Circuit Court General		X
Domestic Relations		X
Court Registry		X
Jury and Witness		X
Bank Card Clearing		X

This RFB does not include bank accounts associated with:

Leon County Tax Collector
Leon County Property Appraiser
Leon County Sheriff

Note: Although this RFB does not include the bank accounts associated with the offices above, other county officers may choose to utilize the winning banks services. In all instances, the terms and conditions of this RFB must be available to any other County office so desiring to be included.

C. Account Structure

The County desires to maximize its cash availability through the use of concentration and zero-balance accounts. This account structure will be comprised of a Concentration Account, and two zero-balance accounts (Payroll and Accounts Payable).

On an operational basis, all disbursements will flow through the zero-balance accounts. Individual deposits will become available for use by the County based on the Bank's

Account Structure (continued)

Availability Schedule provided as part of the RFB. All available balances will be maintained in the Concentration Account. The Accounts Payable and Payroll Zero-Balance Accounts will be reimbursed at the close of the business day or at the opening of the business day following the day the checks are presented for payment, depending on the Bank's policy. These zero-balance accounts will always have a zero ledger balance at the beginning of each business day.

The County reserves the right to open additional zero-balance accounts during the contract period at the price proposed in this proposal provided the awarded Bank is furnished notification at least thirty (30) calendar days before implementation date.

1. Concentration Account

The purpose of this account is to concentrate the cash balances on a daily basis. This account will contain the only cash balance within the entire account structure. It is the County's intent to maintain a single compensating balance in a **zero-interest rate time deposit or repurchase agreement**, (as further explained in Section III. B "Reserve Requirement Calculations") to support activity costs for all accounts, with the exception of the lockbox activities, which are to be billed separately. Accordingly, this **time deposit or repurchase agreement** will not be considered part of the account. Incoming and outgoing wire transfer will be made to and from this account principally for investment purchases and sales.

Deposits to the **Concentration Account** will not be available for use by the County until the availability criteria has been met (see **Section II. D, Availability of Funds**) at which time they will be available for use. The Payroll Account and the **Accounts Payable Account** will not have any deposit transactions.

Appropriate balances will be automatically transferred from the **Concentration Account** to the **Payroll Account** and the **Accounts Payable Account** (and other zero-balance accounts) at the end of the business day, or at the beginning of the next business day to cover the amount of checks presented the previous day in each of the two accounts.

On a daily basis (see **Section II. E, Daily Balance Notification**), the County will be notified by telephone or computer terminal of the balance in the **Concentration Account** available for investment.

Any balance remaining in the **Concentration Account** at 5:00 p.m. will be automatically invested in an open repurchase agreement by the Bank in accordance with provisions in **Section II. F, Automatic Daily Repurchase Agreement**. Should the Bank be unable to invest these excess funds in there purchase agreement, then the County requests that the same rate that would have been paid on the repurchase agreement for that day be applied to these funds as well.

Concentration Account (continued)

Deposit items will not be encoded or sorted by the County. Bank encoding errors are to be corrected within 72 hours after notification by the County at no cost to the County. Since disbursements will be made from the **Payroll Account** and the **Accounts Payable Account**, there should not be any direct disbursements from this account.

2. **Payroll Account** (Zero-balance account)

This account will be used solely to process payroll disbursements to employees, taxing authorities, insurance companies and other appropriate organizations. There will not be any direct deposits into this account, except for the bank transfers to cover checks presented for payment.

3. **Accounts Payable Account** (Zero-balance account)

This account will be used solely to process disbursements for accounts payable. There will not be any direct deposits into this account, except for the bank transfer to cover checks presented for payment.

4. **Other Zero-Balance Accounts**

Other accounts may be established over the contract term by the County. these accounts will function essentially the same as the two zero-balance accounts indicated above.

The zero-balance accounts will operate on the following basis:

At the end of the business day, the zero-balance accounts will be debited for all checks presented during the day. At the close of the business day, the total amount debited will be transferred from the **Concentration Account** and credited to the zero-balance account.

Transfers between the accounts will be charged to the County only as transfers and not also as items deposited and checks paid. All transfers will take place automatically without initiation by the County.

D. **Availability of Funds**

Deposits will be made periodically during the business day (9:00 a.m. to 4:00 p.m. or later depending on the bank) to a designated cashier or location mutually agreed upon by the County and the awarded Bank. Deposits will be delivered to the bank by an employee or an armored car service. If your Bank has adopted an earlier cutoff time than 4:00 p.m., then please note this exception on **Exhibit B**.

Availability of Funds (continued)

Awarded Bank agrees to credit the County's **Concentration Account** for selected items according to the following schedule:

1. Incoming Wire Transfers - same day credit regardless of time of receipt. See **Section II. G, Wire Transfers.**
2. Incoming wire transfers comprised of principal and interest from bank-initiated repurchase agreements shall be credited to the County's **Concentration Account** by 9:00 a.m.

All other checks will be based on the awarded Bank's "availability schedule." Proposing banks are required to attach a copy of their current "availability schedule" to the proposal. Awarded Bank agrees to notify the County, in writing, of any changes to the schedule. The Clerk reserves the right to periodically audit the awarded Bank's compliance with the existing "availability schedule."

Additionally, the County requests the following specific availability/deposit procedures:

- a. Same day credit for U.S. Treasury checks, State of Florida warrant, cash, and checks drawn on Bank- Same day.
- b. Insurance drafts will be processed the same as other checks deposited. No "holds" on funds will be permitted.
- c. Canadian and other foreign checks will be processed as deposited in U.S. dollars. A foreign exchange discount will not be permitted.

E. Daily Balance Report Notification

The awarded Bank will be required to notify the Clerk's Finance Department via computer no later than 9:30 a.m. of the available balance for investment in the **Concentration Account.**

The available balance shall **include** the total proceeds (including interest) returned to the Bank from any Bank-initiated repurchase agreement from the previous business day. (See **Section II. D, Availability of Funds** and **Section II. F, Automatic Daily Repurchase Agreement.**)

F. Investment and Trust Services

The Clerk of Court as custodian of County funds has the responsibility of managing the County's cash and investment program. The Investment Program is based on three major concepts: (1) safety, (2) liquidity, and (3) yield. These concepts serve as the foundation from which all investment decisions are based.

Investment and Trust Services (continued)

The funds invested for the County is made up of managed funds by the County's investment advisor, overnight repurchase agreements through the banks and the County's SBA pool account. The investment advisor managed on average from October 1, 2002 through September 30, 2003 \$63.3 million and yielded 3.41 percent. The County had an average balance with the SBA pool of \$71.3 million with an average yield of 1.52 percent. Overnight repos averaged \$24.2 million with an average yield of 1.48 percent.

The Clerk intends to bid custodial services in a future RFB.

G. Automatic Daily Repurchase Agreement

The awarded Bank agrees to automatically invest the **available** balance in the **Concentration Account** on the Bank's books at 5:00 p.m. in an open repurchase agreement. The balance on the books at 5:00 p.m. is interpreted to include wire transfers from the previous business day's repurchase agreement. The County acknowledges that the Bank may have certain minimum amounts for repurchase agreement; however, it is requested that the bank rounds down in \$10,000 increment in determining the actual minimum investment.

At any time this service is performed, the interest rate on the repurchase agreement will be set at 15 basis points below the average Federal Funds rate using the high and low for the day as reported on www.federalreserve.gov/releases/h15/current, computed on a 360-day basis. The County will consider proposals using a lower basis point deduction than the required 15 basis points.

Bidders are encouraged to offer any alternative way they may have in paying the interest. On the next business day, the Bank agrees to transfer to the **Concentration Account** sufficient funds to cover transfers to the zero-balance accounts on each business day, plus interest earned, no later than 9:00 a.m. Interest will be credited daily.

It is the intent of the County to actively manage its investments through its investment advisor. The **Automatic Daily Repurchase Agreement** service is requested principally as a back-up to the County investment program. The County estimates that the daily repurchase agreement will not exceed \$20 million. Amounts in excess of \$20 million will be done on a best efforts basis by the Bank. Criteria for "best efforts" are to be negotiated with the Bank awarded the contract.

Repurchase agreements will be made only for direct obligations of, or obligations guaranteed by, the U.S. Government, and will be evidenced by a written **Master Repurchase Agreement** similar to **Exhibit F**. Actual terms contained in "Annex I" will be subject to negotiation, however no changes will be allowed to the basic agreement itself. Any proposed changes to Annex I by the Bank must be included on Exhibit B as exception items. It will be necessary for the Bank to list each specific exception to Annex I on Exhibit B.

Automatic Daily Repurchase Agreement (continued)

The Bank will be required to place a fluctuating block of collateral (as described below), comprised solely of direct obligations of, or obligations guaranteed by, the U.S. Government, in a **Third Party Custodial Account in the name of Leon County**. The third party custodial account cannot be within the Bank or the Holding Company. A specific account at the Federal Reserve Bank will qualify, provided the collateral is specifically pledged to Leon County, or its nominee.

This block of collateral securities will remain at the Custodial Bank for the duration of this agreement. Substitutions will be allowed, however, there will be no cost to the County for any substitutions made. Any substitutions made will be on a simultaneous basis. The Custodial Bank will act as the County's agent in all custodial matters related to this repurchase agreement collateral.

This fluctuating block of collateral will vary between \$1 million and \$15 million depending on the amount of the automatic repurchase agreement. The Bank must agree that sufficient collateral will be placed in the Custodial Bank to cover the automatic repurchase agreement at all times. Currently, there is no average daily repurchase agreement.

H. Wire Transfers

Incoming

The awarded Bank will be notified by telephone call or terminal request by the Finance Department prior to 2:00 p.m. of any wire transfers (other than from the **Automatic Daily Repurchase Agreement**) that the County expects to receive on a particular day. The County intends to consider these incoming wire transfers as "available for investment" either by the County or by the Bank through the **Automatic Daily Repurchase Agreement** regardless of actual receipt by the Bank. Should a wire transfer not be received by the Bank when the Bank has been properly notified, as specified above, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest.

The County may receive various wire transfers from the State of Florida and/or the Federal Government throughout the month. These wires are sent without regard to any specific date, thus the County does not know in advance which day these wires will be received. Since these wires may be received after 2:00 p.m., the County requests that the Bank credit the County's account for the equivalent of the daily rate that is paid on the automatic repurchase agreement for that particular day on these wire transfers that are received after 2:00 p.m. All other wires that the County expects to receive that day will be considered part of the automatic repurchase agreement, regardless of time of receipt.

Incoming (continued)

It is the express intention of Leon County to perform daylight overdrafts to the extent that incoming wire transfers are expected during the business day. Should these wire transfers not arrive as planned, compensation for lost interest will be made by the responsible party causing the delay in the incoming wire transfer. Although the County acknowledges that daylight overdraft cap limits are confidential information, you are requested to describe in detail your Bank's policy for handling daylight overdrafts, and in particular how daylight overdrafts caused by Leon County will be handled. If your Bank has adopted a policy of not allowing any daylight overdrafts, or is not participating in the voluntary program developed by the Federal Reserve System, then please state your policy in **Exhibit B Exceptions**.

The County prefers not to enter into a line of credit with the Bank. Other arrangements to cover any failures at the end of the day will be negotiable. Please indicate the terms and conditions that your Bank will require. In the event that your Bank plans to charge for daylight overdrafts and/or the use of daylight overdraft line of credit during the day, then please explain your position fully, including any planned charges.

In the event that the incoming wire transfer does not arrive by 5:00 p.m., interest on any overdrawn balances will be calculated using the same formula that the County receives interest on the **Automatic Daily Repurchase Agreement (See Section F)**. Using this formula, the County will not receive any interest on the repurchase agreement funds that resulted from an overdraft, nor will the County be required to pay any interest to the Bank beyond this specified rate. The County will not accept any exceptions to this interest rate specification.

The Finance Department intends to carefully monitor the time of receipt for all wire transfers. Continued delay in receipt of wire transfers for which the Bank is at fault may constitute sufficient cause for termination of the banking service contract, as specified in **Section I.6. f**.

Outgoing

The awarded Bank agrees to execute any wire transfer order within one (1) hour after notification by the Finance Department through the computer terminal, or by telephone. Wire transfers ordered and not received by the destination party by 5:00 p.m. (or later Federal Reserve Wire Transfer System closing time) will be traced from origin to destination to ascertain the party responsible for delaying the interest. If necessary, adjustments will be made for any lost interest, or charges resulting from a "fail" to consummate an investment transaction.

Other

The County desires to use a Bank that has on-line capabilities with the "Fed Wire" either locally, or at another location within the Bank (such as the holding company). Please indicate your Bank's capabilities in providing this service on **Exhibit A**.

Additionally, the Finance Department is currently using the Bank's proprietary software to initiate wire transfers, both repetitive and non-repetitive. Please provide details on your Bank's capability of handling this service, as well as the security provisions available.

Bank agrees to provide copies of the wire transfer confirmation evidencing the amount, date and time, as well as the wire transfer number for all outgoing wires on a daily basis to the County Finance Department, via courier or mail.

The County desires to enter into a "**Wire Transfer Agreement**" with the awarded Bank for all wire transfers incoming and outgoing. An example of the County's proposed wire transfer agreement is included in the Request for Proposal as Exhibit G. The Bank may provide a copy of its wire transfer agreement for consideration by the County. Either wire transfer agreement must be subject to further negotiation.

Wire Transfer Agreements prepared by the Bank that are not subject to negotiation must be considered an exception to this proposal and included in **Exhibit B Exceptions**.

I. Account Reconciliation

The awarded Bank will provide reconciliation service for all accounts specified in this RFB. Partial reconciliation services include at least the following requirements:

1. An electronic file that can be downloaded from a bank FTP or secure Internet site that will contain the checks paid by the Bank each month. This file will include at least the check number, amount and date paid.
2. Images of all canceled checks provided on CD or that can be searched and downloaded from a bank FTP or secure Internet site on a monthly basis.
3. Images of all other items, such as debit and credit memos, and deposit tickets provided on CD or that can be searched and downloaded from a bank FTP or secure Internet site on a monthly basis.

Bank will provide the **monthly** computer diskette. County will hold the diskette for a period of time and subsequently return it to the Bank. The electronic data file is to be provided within seven (7) days after the end of a month. Other services to be provided within ten (10) days after the end of the month.

J. Statement and Advice Frequency

A daily report summarizing the debit and credit transactions within the Concentration Account of the previous day will be provided in accordance with Exhibit C and

transmitted to the Clerk of Circuit Court, Finance Department, via the courier in a sealed envelope. Only minor exceptions will be permitted to the basic **Exhibit C** format.

Monthly bank statements will be for the full calendar month and will be delivered to the Clerk of Circuit Court, Attention: Finance Department, within ten (10) days after the end of the month.

The **Monthly Service Charge Report** for a particular month will be completed and delivered to the Finance Department within ten (10) days after the end of the month.

K. Designated Account Executive

The County requests that the proposing Bank provide the names of a designated account executive, as well as an alternate. The designated account executives **must** have the authority to make timely decisions in the normal course of business of their own without having to refer to other people within the Bank.

L. Other Banking Services

1. All returned checks due to insufficient funds will be **automatically** redeposited a **second** time. Please include any charges for this service item in Appendix A with the other costs listed. If a check is returned a second time, the Bank will notify the Finance Department for further instructions. NSF's checks are to be deducted from the cash balance in the account.
2. The County intends to pay for all services specified within the RFB. Other services which the Banks customarily provide at no cost, shall not be included. All other supplies must be priced and included in the proposal submitted, such as:

Deposit Slips (Tickets)(Triplicate)	72	Books per year
Bank provided deposit bags:		
Locking Type	42	(26 County, 16 Clerk)
Non-Locking Type	0	

The County is currently using disposable deposit bags for emergency only. If your Bank offers this service then please include equivalent costs in your proposal.

3. At no time will any charges be applied against any of the accounts established through this Request for Proposal. All charges will be paid through the compensating balance or by direct invoice, as requested in this RFB. Should the County desire to add services not contemplated in this RFB, those charges will be covered by the compensating balance or by direct invoice, as directed by the

Other Banking Services (continued)

Clerk. Unless agreed to by the Clerk, this RFB will contain all the costs associated with providing banking services, as requested, to the County.

Additional costs not previously approved or authorized by the Clerk will not be funded in the compensating balance calculations, or paid by direct charge.

4. All debit and credit memos required to adjust errors caused by the Bank will not be charged to the County.
5. The Bank agrees to provide MICR check specifications to the check printer.
6. The County requests the Bank provide Discover, MasterCard and Visa credit card deposits processing through electronic medium. The rate proposed for processing credit card deposits must be the same for all Constitutional Officers and County departments accepting credit card deposits. These costs when incurred will be considered part of the compensating balance, or direct billed of which the County currently has 21 sites. The collection points are as follows: 10 of these are Board of Commissioners while 11 are in the Clerks Office (i.e., traffic, misdemeanor, small claims, circuit civil, public records, recording, family law, probate and finance.) Current estimates of monthly volume are 3,027 transactions; however, this could increase.
7. The County uses purchase cards to transact business. Please provide details outlining your banks method in processing purchase card transactions. Include any plans to change current process. Last year the Board and Clerk had \$1,796,778 dollars in purchase card transactions.
8. Each County deposit site is given its own location code so to differentiate deposits being made. This assists when identifying division to contact if a problem occurs with a deposit.
9. The Bank must provide the County with a means to perform on-line or electronic inquiries and stop payments. The Bank must place stop payments on outstanding checks issued by the County immediately after electronic receipt of notification. The Bank must disclose how the County will be notified that the stop payment has been completed.
10. The County uses Ultra Checks software to print its' checks. In addition, the County uses the same software to confirm payment of checks. The Bank must disclose how the process for processing these transactions will work.
11. The Bank will provide an electronic means for the County to perform Positive Pay functions. Specifically, the County will transmit a file to the Bank weekly of all checks issued. The Bank will compare the issued checks to the checks submitted for payment and will provide the County with notification of any

Other Banking Services (continued)

checks submitted that do not match those issued. The County will be provided with a means to deny payment of any checks submitted without a corresponding issue.

12. The Bank will give immediate credit to the County on all allegedly forged checks upon filing of the appropriate affidavit by the payee and return to the Bank of the original check. The Bank will disclose how situations like this will be handled. The term "forged" as used herein is inclusive and encompasses an alteration or improper insertion of name of payee, date and/or amount as well as forgery of the payee's or other endorser's signature.
13. The Bank must provide the County with a means to perform EFT/ACH transactions. The County uses these transactions for the following purposes:
 - a. Credit County employees for direct deposits of payroll.
 - b. Credit County employees deductions to various organizations (i.e. loan payments).
 - c. Credit Trustee Banks of County bonds for debt service payments.
 - d. Credit IRS for employee taxes.
 - e. Credit County Child support recipients.
 - f. Debit retired County employees accounts for life and health insurance payments
 - g. Credit County vendors for accounts payable payments
 - h. Credit BCC and Clerk vendor payments

III. PROPOSALS

A. Explanation of Bid Form

Use of the Bid Form (**Exhibit A, A-1, and B**) or a copy thereof is required of all bidders. No bid will be considered without amounts being placed on this form. If the Bank is unable to meet or exceed the requirements specified, then the phrase "No Bid" should be entered for that particular item.

The bid will be on a variable cost basis. Under the variable cost method, actual monthly services will be counted and the volume of transactions will be computed to determine the compensating balance or price required to support the activity. Accordingly, the

Explanation of Bid Form (continued)

monthly compensating balance or price will change each month based on previous volume and charges, as described below.

The County reserves the right to eliminate any individual service contained in the bid, if based on analysis, the fees for providing the service are excessive, or if the service proposed can be administratively performed in an alternative manner.

B. Completion of Bid Form

Each Bank should review the bid form and price each service specified. Per item charges should be extended to the "Annual Charges" column. The total of this column will be entered on the line "Total Proposed." The "Total Proposed" is then divided by twelve (12) to arrive at an average monthly amount. The bank will provide a schedule of expenses less earnings and credit account.

Summary:

It is the intention of the County that all per item charges remain fixed over the life of the initial three-year contract. However, the County recognizes that an adjustment in a per item charge may be necessary based on price changes by the Federal Reserve System (only). Adjustments in per item charges will only be allowed by complying with the following conditions:

- The per-item charge (or portion thereof) will change only for corresponding adjustments in the Federal Reserve System's Fee Schedules, on or after the effective date of the adjustments.
- Changes in the Federal Reserve Fee Schedules must be final, and not proposed.
- Awarded Bank will provide the County a copy of the Federal Reserve System's notification supporting the adjustment, with the "Monthly Service Charge Report."

IV. INDEMNIFICATION:

Bank agrees to defend, indemnify, protect, and save harmless the County and its, agents, servants, and employees from and against any and all suits, claims, demands, or damages of whatsoever kind of nature arising solely out of negligent act, error or omission of the Bank, its, agents, servants, and employees, in the performance of professional services under this contract, including but not limited to reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments, or awards.

INDEMNIFICATION (continued)

The Bank shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Bank that is found to be defective or not in accordance with the Contract Document and provisions of this agreement

as a result of negligent act, error or omission on the part of the Bank, its agents, servants, or employees. The Bank shall be given a reasonable opportunity to correct any deficiencies.

V. COUNTY MINORITY BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICIES:

- A. The Clerk has adopted the concept of the Board of County Commissioners' Minority Business Enterprise (MBE) and Equal Employment Opportunity policies. Each bidder must make a reasonable effort to enlist qualified, certified, or certifiable Women and Minority Business Enterprise (W/MBE) participation. As part of the bid submittal, each bidder must submit a statement on company letterhead acknowledging the MBE policy.
1. If the bidder is unable to obtain W/MBE participation, each bidder must submit documentation demonstrating that all reasonable efforts were made to obtain such participation. The documentation should include the following information:
 - a. The name, address, and telephone number of the W/MBEs contacted;
 - b. The dates the contacts took place; and
 - c. A description of the information provided to enlist W/MBE participation.
 2. If W/MBE participation is obtained, each bidder must provide the following information:
 - a. The name, address, and telephone number of the W/MBE (s) utilized by the bidder;
 - b. A letter of intent to perform the work or services from the W/MBE(s);
 - c. A description of the work or service to be performed by the W/MBE(s);
 - d. The agreed upon dollar value for such work or service. This information shall be submitted on the attached form, labeled "Letter of Intent to Perform as a Qualified Minority Business Enterprise".

The MBE policy insures that certified or certifiable W/MBEs are afforded an opportunity to participate in all County procurement and contracting activities to the fullest extent feasible. The goal of five percent (5%) of the contract price has been established for contracting and subcontracting with W/MBEs. In respect to this RFB, if the bidder is not a W/MBE, this goal may be met by bidders through the purchase of goods and/or services from certified or certifiable W/MBEs or by engaging in a joint venture with such W/MBEs.

Requests for information pertaining to lists of certified MBE/WBE contractors and/or any questions regarding compliance to this policy should be directed as listed above.

COUNTY MINORITY BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICIES

The listing of Leon County registered minority/women subcontractors is not intended to be, or should any such listing be construed to be, all inclusive. The contractor is not precluded from soliciting participation from any source likely to yield minority/women contractors.

B. Equal Opportunity Requirements

1. The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.
3. Leon County Purchasing Division certifies vendors as having local presence. A copy of the Local Vendor Certification form is attached to the bid document for your completion. Upon completion of the certification form, vendors are required to include a copy of the form with bid document.

VI. BID CHALLENGE:

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Finance Director within 72 hours after receipt of the intended recommendation of award and challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

VII. ETHICAL BUSINESS PRACTICES

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

ETHICAL BUSINESS PRACTICES (continued)

- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- C. The Clerk reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Clerk may deny award or cancel the contract if it determines that unethical business practices were involved.

VIII. SUMMARY

All banks are requested to complete the form "Bid for Banking Services," attach the requested forms, reports and Exhibits and return the package to the County in accordance with the instruction in **Section I.B.**

The County intends to enter into a formal Banking Services Contract with the awarded bank which will incorporate all provisions of the Request for Bid. Additional terms and conditions will not be included in the Contract unless mutually agreed to by both parties.

EXHIBIT A
BID FOR BANKING SERVICES
LEON COUNTY

Bid SUBMITTED BY:

BANK _____

ADDRESS _____

TELEPHONE _____

This proposal contains all the information requested in the Request for Proposal, including the following exhibits:

Exhibit A: Consolidated Bid Form

Exhibit B: Exceptions to this Bid

Exhibit C: Daily Lockbox Report

Bank's Availability Schedule(s)

Bank's Audited Financial Statements for the previous two years

Map of Bank's main office and branch offices in County

Signature

Typed Name

Title

Date

Please submit 5 copies of your bid.

EXHIBIT A
(Annualized)

LEON COUNTY BANKING SERVICES
BID FORM

BANK _____

<u>BANK DEPOSITORY SERVICES</u>	<u>ESTIMATED ANNUAL VOLUME</u>	<u>CHARGE PER ITEM</u>	<u>ANNUAL SERVICE CHARGES</u>
Account Maintenance			
Checks Paid:			
Accounts Payable	11,416		
Payroll	2,500		
Items Deposited:			
Other (non-lock box)	2,500		
Number of Deposit Slips	2,316		
Returned Checks	110	APPROXIMATELY 750 TOTAL	
Second Deposit	360	AFTER 2ND DEPOSIT	
Stop Payment	50		
Wire Transfers:			
Incoming	150		
Outgoing	3,100	<u>APPROXIMATELY 30000 INCLUDING BOARD, CLERK, EMS AND SUPPLEMENTAL PAYROLLS; PAYMENTS TO VENDORS - NACO, ICMA, ETC.</u>	
Bank Transfers Between			
Accounts	10		
Daily Balance Reporting			
Daily Report on			
Concentration Acct.	unknown		
Monthly Service Charge			
Report	12		
Account Reconciliation			
Computer Tape	15,000		
Checks Sorted	15,000		
OTHER SERVICES			
Daily Repurchase			
Agreements	unknown		
Security Safekeeping			
Coin Sorting-Estimated			
Annual Volume			\$ _____
Total Proposed			\$ _____
Average Monthly Amount (Total ÷ 12)			\$ _____

EXHIBIT A
(Continued)

Attachment # 1
Page 24 of 34

LEON COUNTY BANKING SERVICES
REQUEST FOR BID

MONTHLY SERVICE CHARGE REPORT
_____, 2004

<u>BANK DEPOSITORY SERVICES</u>	<u>TRANSACTION VOLUME</u>	<u>PER ITEM CHARGE</u>	<u>MONTHLY CHARGES</u>
Accounts Maintenance			
Checks Paid:			
Accounts Payable			
Payroll			
Items Deposited:			
Other (non-lock box)			
Number of Deposit Slips			
Returned Checks			
Second Deposit Items			
Stop Payments			
Wire Transfers:			
Incoming			
Outgoing			
Bank Transfers Between Accounts			
Daily Balance Reporting			
Daily Report on Concentration Account			
Monthly Service Charge Report			
Account Reconciliation			
Computer Tape			
Checks Sorted			
 OTHER SERVICES			
Daily Repurchase Agreements			
Safekeeping Fees			
Coin Sorting			
# Of coins			
 Total Monthly Service Charges			\$ _____
 Less Earnings			\$ _____
 Net amount credit to account			\$ _____

**EXHIBIT A
(Continued)**

**LEON COUNTY BANKING SERVICES
BID FORM**

<u>LOCK-BOX SERVICES</u>	<u>ESTIMATED ANNUAL VOLUME</u>	<u>CHARGE PER ITEM</u>	<u>ANNUAL SERVICE CHARGES</u>
Items Deposited			
Process Stubs			
Daily Computer Print-Out			
Telephone Line Transmission			
		\$ _____	
		Total Proposed	\$ _____

Lock-box services are to be billed monthly to the County and are not part of the compensating balance.

EXHIBIT B

LEON COUNTY BANKING SERVICES
BID EXCEPTION FORM

The Bank wishes to take exceptions to the following items:

<u>Page</u>	<u>Item</u>	<u>Estimated Costs</u>
--------------------	--------------------	-------------------------------

EXHIBIT C

Attachment # 1
Page 27 of 34

LEON COUNTY BANKING SERVICES
DAILY LOCKBOX REPORT

PROPOSER'S WARRANTY

The undersigned person by his/her signature affixed hereon warrants that: (a) he/she is an officer of the institution submitting the proposal; (b) he/she has fully read and understands this BID and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided, and the conditions under which the services are to be performed; and (c) acknowledges that the institution has no objection to incorporating the Request for BID and our response to it as an attachment to the contract we may mutually develop for the provision of banking services.

BIDDER

Date _____

By: _____
Signature

Name (Print or Type)

Title

Name of Institution

Address

City, State and Zip

Telephone

ANNEX I

Names and Addresses for Communications Between Parties

LEON COUNTY, FLORIDA:

Bill Bogan, Jr.
Director of Finance
Post Office Box 726
Tallahassee, Florida 32301
850/577-4020

BANK:

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 200_____).

Personally known _____ OR Produced identification _____

(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped
commissioned name

MINORITY/WOMEN BUSINESS PARTICIPATION PLAN

BIDDER _____

Please mark the correct statement.

- _____ Bidder is non-M/WBE and has no M/WBE participation. Please complete Sections 2 & 3 and attach good faith statement.
- _____ Bidder is non-M/WBE and has M/WBE participation. Please complete Sections 1 & 3.
- _____ Bidder is a certified M/WBE. Please complete Sections 1 (if applicable) & 3.

M/WBE Firms And Subcontractors Must Be Certified By The City Of Tallahassee Or Leon County To Qualify For MWBE Participation Credit, You Must Submit Proof Of Certification With Your Bid/Proposal.

SECTION 1

Please provide the following information for each certified M/WBE who will perform the indicated work for the amounts shown. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). Attach additional sheets as necessary.

Name, Address, and Phone	Materials/Services	Amount	Group
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Value of M/WBE Participation: \$ _____

Total Project Base Bid: \$ _____

M/WBE Participation as % of Total Base Bid: _____ %

SECTION 2

If an M/WBE is not listed in Section 1, you must prepare and attach a separate good faith effort statement which describes all efforts made to secure M/WBE participation for this bid/proposal (chapter 287.09451, F.S.).

SECTION 3

The vendor acknowledges the Leon County M/WBE Policy and the provisions specified therefore in this bid/RFB. As applicable, vendor certifies that the above list of minority/women vendors and the respective contract amounts and percentages of the total bid are accurate, or, to the accuracy of the attached good faith statement.

Signature _____ Title _____ Date _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

Attachment # 1

Page 32 of 34

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

Attachment # 1
Page 33 of 34

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

LOCAL VENDOR CERTIFICATION

Attachment # 1
Page 34 of 34

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.	Percentage of Ownership
1.	
2.	

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has produced _____ as identification.
(type of identification)

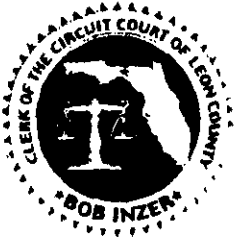
Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with supporting documents to:

**Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308**



Bob Inzer

Clerk of Circuit Court

Clerk of Courts • Clerk of County Commission • Auditor • Treasurer • Recorder • Custodian of County Funds

March 29, 2004

The Honorable Jane Sauls, Chairman
Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301

Dear Chairman Sauls:

The Board on several occasions has raised concerns about the banking services contract. We are in the process of releasing a bid for these services and felt we should take this opportunity to address concerns raised by the county commission.

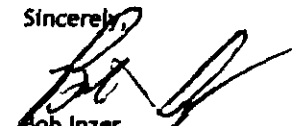
First, Board members have raised concerns about the banking practices of some of our local banking institutions. From my perspective, the questions of determining which criteria to consider and how to weight each possible criterion are almost impossible. Additionally, any such identification and weighting, in my opinion, is totally subjective. Since I do not have sufficient background to identify and weight the appropriate criteria, I am willing to permit the Board, through the application of whatever criteria it believes appropriate, to remove any financial institution from our banking bid list. In so doing, I would ask that the Board indemnify me and my office forthcoming from its decision.

A second issue that was raised is one of incorporating minority business into the award process. Historically, the county has awarded its banking services to a single institution. Additionally, the contract is awarded to institutions that have a significant local presence. I am unaware of any minority local banks in Tallahassee; therefore, it is unlikely that we will receive any responses to consider. I might remind the Commission that this is solely for banking services and does not include the counties investment, financial advisory or other financial products. Also, I have reviewed a draft of the bid document and do not see a way of bifurcating the services to award to multiple institutions to the extent a minority bank could be found.

By way of background, I would like the Commission to know that the selection will made through a bid, not as an RFP. We will identify the services we need and ask the banks to bid for services. The award will be made to the bidder that is responsive to our request for services at the lowest price. The selection committee will consist of Bill Bogan, Finance Director, Christine Francis, Assistant Finance Director, Alan Rosenzweig, Director of the Office of Management and Budget, and Ken Kent, Director of Financial Services for FACC.

I'm hopeful this is responsive to the Commissions concerns. I will be available to answer any questions you may have.

Sincerely,



Bob Inzer
Clerk of the Circuit Court

cc: Members of the Leon County Board of County Commissioners
Mr. Parvez Alam, County Manager
Herb Thiele, Esq., County Attorney
Mr. Alan Rosenzweig, Director of OMB
Mr. Bill Bogan, Clerk's Office Finance Director

**Attached is an Add-on
Discussion Item
for the
Meeting of Tuesday, April 27, 2004**

Request to Workshop Banking RFP with Bob Inzer

This item will be discussed under Commissioner Proctor's Time

This document distributed: April 27, 2004

BOARD OF COUNTY COMMISSIONERS

MEMORANDUM

DATE: April 27, 2004
TO: Board of County Commissioner
FROM: *BP* Bill Proctor, County Commissioner
SUBJECT: Banking with Conscience

Bob Inzer sent the attached letter inviting our input into the RFP for selecting the county's next bank of choice to deposit the public money we are stewards over. You may recall at our last Board retreat in December 2003, the Board gave direction to staff to look at the potential of changing and conscientizing our banking approach.

I request that we workshop this matter because over the life of the banking contract we will deposit over one billion dollars. Not only should the Board, to use Commissioner Rackleff's term, "get serious" about this issue, but we have a chance to help our community's citizens by banking only with those institutions that bank favorably with our residents. I strongly believe we should not deposit millions of Leon County dollars in a bank for the benefit of North Carolina owners.

The current bank that we deposit more than one hundred and fifty million (\$150,000,000) with has financed fewer than 100 home mortgage loans for our entire county. We have other banks who do not receive our public money, but who provide far greater service in responding to the needs of our citizens who seek home mortgages. For instance, one bank has made close to 2,000 home mortgages. Why don't we invest with them? We should abide and follow the spirit of the Community Reinvestment Act.

I believe we should split this contract to reward banks that are fair by our community. This issue deserves a public discussion of the investment of the community's resources and what standard(s) is used to honor our citizen's money.

I believe we should invite Mr. Inzer to participate in our workshop so that we may benefit from his perspectives.

Banking Bid List

Attachment # 4
Page 1 of 1

Facility	Address	City	State	ZIP
Amsouth Bank	201 South Monroe	Tallahassee	Florida	32301
- BB&T	3233 Thomasville Road	Tallahassee	Florida	32308
Bank of America	315 South Calhoun Street	Tallahassee	Florida	32301-1836
- The Bank of Tallahassee	3435-23 Thomasville Road	Tallahassee	Florida	32309
Capital City Bank	P.O. Box 900	Tallahassee	Florida	32302
- Farmers & Merchants Bank	P.O. Box 340	Monticello	Florida	32345
- Hancock Bank	1706 West Tennessee Street	Tallahassee	Florida	32304
Peoples First Community Bank	P.O. Box 59950	Panama	Florida	32412
Premier Bank	2030 Thomasville Road, 3-A	Tallahassee	Florida	32308
Southtrust	1997 Capital Circle, N.E.	Tallahassee	Florida	32308
Suntrust	2051 Thomasville Road	Tallahassee	Florida	32308
Tallahassee State Bank	601 North Monroe	Tallahassee	Florida	32301
Wachovia	FL0074, 225 Water Street	Jacksonville	Florida	32202
Wakulla Bank	P. O. Box 610	Crawfordville	Florida	32326